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CARGILL INCORPORATED and
12 CARGILL ANIMAL NUTRITION

13 UNITED STATES DISTRICT COURT
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA
15

16 JOAN WILKINS, individually, and on
behalf of other members of the general
17 public similarly situated,

18 Plaintiff,

19 vs.

20 CARGILL, INCORPORATED, an
unknown business entity; CARGILL
21 ANIMAL NUTRITION, an unknown
business entity; CERRI FEED & PET
22 SUPPLY, LLC, a California limited
liability company; and DOES 1-100,
23 inclusive,

24 Defendant.
25
26
27
28

Case No.: 2:15-cv-2818

**CERTIFICATE OF SERVICE OF
NOTICE OF REMOVAL**

CERTIFICATE OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Cozen O'Connor, 601 South Figueroa Street, Suite 3700, Los Angeles, CA 90017. On April 16, 2015, I served the attached document:

**DEFENDANTS' NOTICE OF REMOVAL OF ACTION PURSUANT TO
28 U.S.C. §§ 1332(d)(2), 1441, 1446 and 1453 (CLASS ACTION –
REMOVAL) DEMAND FOR JURY TRIAL**

CIVIL COVER SHEET

**DEFENDANTS CARGILL, INCORPORATED AND CARGILL
ANIMAL NUTRITION'S CERTIFICATION OF INTERESTED
ENTITIES OR PARTIES**

X U.S. MAIL - by placing the document(s) listed above in a sealed envelope with postage prepaid, and depositing in the U.S. mail at Los Angeles, California to the person(s) at the address(es) set forth below.

Edwin Aiwarzian, Esq.
LAWYERS FOR JUSTICE, P.C.
410 West Arden Avenue
Suite 203
Glendale, CA 91203

Attorneys for Plaintiffs

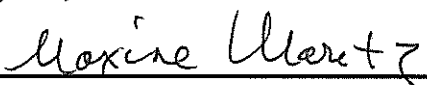
Tele: (818) 265-1020
Fax: (818) 265-1021

e-mail: Edwin@lfjpc.com

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 16, 2015, at Los Angeles, California.



Maxine Maritz

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17 *CARGILL INCORPORATED and*

18 *CARGILL ANIMAL NUTRITION*

19 **UNITED STATES DISTRICT COURT**

20 **CENTRAL DISTRICT OF CALIFORNIA**

21 JOAN WILKINS; individually, and on
22 behalf of other members of the general
23 public similarly situated,

24 Plaintiff,

25 v.

26 CARGILL, INCORPORATED, an
27 unknown business entity; CARGILL
28 ANIMAL NUTRITION, an unknown
business entity; CERRI FEED & PET
SUPPLY, LLC, a California limited
liability company; and DOES 1-100,
inclusive,

Defendants.

Case No.

**DEFENDANTS' NOTICE OF
REMOVAL OF ACTION
PURSUANT TO 28 U.S.C. §§
1332(d)(2), 1441, 1446, AND 1453
(CLASS ACTION – REMOVAL)**

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that Defendants Cargill, Incorporated and Cargill Animal Nutrition (“Defendants”),¹ hereby remove to this Court the state court action described below, pursuant to 28 U.S.C. §§ 1332(d)(2), 1441, 1446, and 1453. In support thereof, Defendants state as follows:

I. THIS COURT HAS JURISDICTION

1. This Court has original jurisdiction over this action pursuant to the Class Action Fairness Act of 2005 (“CAFA”) 28 U.S.C. § 1332(d), which vests the United States district courts with original jurisdiction of any civil action: (a) that is a class action with a putative class of more than a hundred (100) members; (b) in which any member of a class of plaintiffs is a citizen of a State different from any defendant; and (c) in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs. 28 U.S.C. §1332(d). CAFA authorizes removal of such actions in accordance with 28 U.S.C. §§ 1446 and 1453. As set forth below, this case meets all of CAFA's requirements for removal and is timely and properly removed by the filing of this Notice.

2. Pursuant to 28 U.S.C. § 1446(a), a notice of removal must: (1) be signed pursuant to Rule 11 of the Federal Rules of Civil Procedure; (2) contain a “short and plain statement of the grounds for removal”; and (3) be accompanied by a copy of all process, pleadings, and orders served on defendant in the action.

II. VENUE IS PROPER

3. With respect to this petition for removal, venue is proper in this Court pursuant to 28 U.S.C. sections 84(a), 1391 and 1446, because this action was

¹ Defendant Cargill Animal Nutrition is not a separate corporate entity of any nature, but instead is a business unit of Defendant Cargill, Incorporated. Cerri Feed & Pet Supply, LLC is a separate entity from Cargill, Incorporated and is not presently owned or operated in any respect by Cargill, Incorporated.

1 originally brought in the Superior Court of California for the County of Los
2 Angeles (Case No. BC532439).

3 **III. PLEADINGS, PROCESS AND ORDERS**

4 4. On March 4, 2015, this putative class action was commenced and is
5 currently pending in the Superior Court of California, County of Los Angeles,
6 as Case No. BC574554, entitled *Joan Wilkins, individually, and on behalf of*
7 *other members of the general public similarly situated, Plaintiff, vs. Cargill,*
8 *Incorporated, an unknown business entity; Cargill Animal Nutrition, an*
9 *unknown business entity; Cerri Feed & Pet Supply, a California limited*
10 *liability company; and DOES 1 through 100, inclusive, Defendants.*

11 5. The Complaint asserted the following causes of action: (1) violation
12 of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of
13 California Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (3)
14 violation of California Labor Code § 226.7 (unpaid rest period premiums); (4)
15 violation of California Labor Code §§ 1194, 1197, and 1197.1 (unpaid
16 minimum wages); (5) violation of California Labor Code §§ 201 and 202 (final
17 wages not timely paid); (6) violation of California Labor Code §§ 204 (wages
18 not timely paid during employment); (7) violation of California Labor Code §
19 226(a) (non-compliant wage statements); (8) violation of California Labor
20 Code § 1174(d) (failure to keep requisite payroll records); (9) violation of
21 California Labor Code §§ 2800 and 2802 (unreimbursed business expenses);
22 and (10) violation of California Business & Professions Code §§ 17200, et. seq.
23 (**Exhibit A**, Complaint.)

24 6. On March 17, 2015, Cargill, Incorporated was served with the
25 Complaint. Attached hereto as **Exhibit B** is a true copy of the documents
26 served on Cargill, Incorporated including the Notice of Service of Process,
27 Summons, Complaint, Notice of Case Assignment, Civil Case Cover Sheet and
28

1 Addendum, Voluntary Efficient Litigation Stipulations, and Proof of Service of
2 Summons.

3 7. Pursuant to 28 U.S.C. section 1446(a), according to the docket, a copy
4 of which is attached at **Exhibit C**, Plaintiff filed Return of Service of Summons
5 and Complaint on April 2, 2015 with respect to Defendant Cerri Feed & Animal
6 Nutrition, LLC. That document was not served on Defendants. However,
7 Defendant Cargill, Incorporated obtained a copy of that document and a copy is
8 attached hereto as **Exhibit D**. The attached exhibits constitute all process,
9 pleadings and orders served upon Defendants or filed or received in this action by
10 Defendants. Defendants have not filed an Answer in the action in superior court.

11 **IV. CARGILL HAS SATISFIED THE PROCEDURAL REQUIREMENTS**
12 **FOR REMOVAL**

13 **A. This Removal Petition is Timely**

14 8. Plaintiff personally served the Summons and Complaint on Cargill
15 Incorporated's agent on March 17, 2015, as attested by her Proof of Service of
16 Summons contained in **Exhibit B**. Pursuant to 28 U.S.C. section 1446(b) and
17 Federal Rule of Civil Procedure, Rule 6(a)(1)(C), this Notice of Removal is
18 therefore timely filed as it is filed within thirty (30) days after Defendant was
19 served with the Summons and Complaint and within one year after
20 commencement of this action. *See Murphy Bros., Inc. v. Michetti Pipe*
21 *Stringing, Inc.*, 526 U.S. 344, 356 (1999) (30-day removal period runs from the
22 service of the summons and complaint).

23 **B. The Procedural Requirements of Removal Are Met**

24 9. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings and
25 orders served upon Defendant are attached as **Exhibit B** to this Notice of Removal.
26 Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served
27 upon counsel for Plaintiff and a "Notice to State Court and Adverse Parties of
28 Removal of Action" (to include a copy of this Notice of Removal and all Exhibits)

1 will be promptly filed with the Clerk of the Superior Court in Los Angeles County,
2 and served on all other parties to this action.

3 **V. THIS COURT HAS JURISDICTION UNDER CAFA**

4 10. In its recent decision in *Dart Cherokee Basin Operating Co. v. Owens*,
5 135 S.Ct. 547 (2014), the United States Supreme Court clarified the standards
6 applicable to notices of removal in CAFA cases, confirming a liberal standard in
7 favor of removing defendants. Specifically, the Supreme Court found that the
8 similarity of language between the removal statute and Rule 8(a) can only mean
9 that the same liberal pleading standards applied to complaints must also apply to
10 notices of removal. *Id.* The Supreme Court also held in *Dart* that a removing
11 defendant is **not required** to include evidence with its pleading in order to establish
12 that the elements of federal subject matter jurisdiction are met. *Id.* at 552-553.
13 Only if the Court or another party challenges jurisdiction should the Court require a
14 removing defendant to prove, under the applicable “preponderance” standard, that
15 the jurisdictional requirements are met. “In sum, as specified in § 1446(a), a
16 defendant’s notice of removal need include only a plausible allegation that the
17 amount in controversy exceeds the jurisdictional threshold. Evidence establishing
18 the amount is required by § 1446(c)(2)(B) only when the plaintiff contests, or the
19 court questions, the defendant’s allegation.” *Id.* at 554. In addition, there exists no
20 “presumption against removal” in CAFA cases, because CAFA was specifically
21 enacted by Congress “to facilitate adjudication of certain class actions in federal
22 court.” *Id.*

23 11. This Court has diversity jurisdiction over Plaintiff’s action pursuant to
24 the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d). Under CAFA,
25 federal district courts have original jurisdiction over a class action if (1) it involves
26 100 or more putative class members, (2) any class member is a citizen of a state
27 different from any defendant, and (3) the aggregated amount in controversy exceeds
28 \$5,000,000 (exclusive of costs and interest). *See* 28 U.S.C. §§ 1332(d)(2), d(5), and

(d)(6).² CAFA applies to “class actions,” which the statute defines as “any civil action filed under rule 23 of the Federal Rules of Civil Procedure or similar State statute.” 28 U.S.C. § 1332(d)(1)(B).

A. Plaintiff Is Asserting A Class Action Against Cargill, Incorporated

12. Plaintiff plainly brings this lawsuit as a class action. The Complaint itself is titled “CLASS ACTION COMPLAINT FOR DAMAGES,” Plaintiff seeks to act as a class representative “on behalf of other members of the general public,” and Plaintiff states in the very first paragraph that “[t]his class action is brought pursuant to the California Code of Civil Procedure section 382.” (Exhibit A, Complaint at Caption and ¶ 1.) Accordingly, CAFA applies. *E.g., Bodner v. Oreck Direct, LLC*, No. C 0604756, 2006 WL 2925691, at *3 (N.D. Cal. Oct. 12, 2006) (CAFA applies where “Plaintiffs’ complaint alleges that the action is a class action, and recites the prerequisites to a class action under . . . California Code of Civil Procedure Section 382”).

B. The Number of Putative Class Members Exceeds 100

13. Plaintiff seeks to represent a class of “All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.” (Exhibit A, Complaint at ¶ 15.)

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² Wilkins alleges that the amount of her individual claim for recovery is less than \$75,000. Even if true, this allegation bears no significance because the \$75,000 threshold is not applicable to a class action removal under CAFA. *See* 28 U.S.C. 1332(d)(2) & (6).

14. Although Plaintiff's Complaint does not allege a specific number of persons who meet his proposed class definition,³ based upon inspection of Cargill, Incorporated's employment records the number of individuals employed by Cargill, Incorporated in California during the time period from March 4, 2011 to the present exceeds 100. In fact, over that time period, Cargill, Incorporated has employed workers in an average of more than 300 positions at as many as 11 locations.

C. None of the Defendants is a Governmental Entity

15. Under 28 U.S.C. § 1332(d)(5)(B), CAFA does not apply to class actions where the "primary defendants are States, State officials, or other governmental entities against whom the district court may be foreclosed from ordering relief."

16. Cargill, Incorporated is a corporation incorporated in Delaware and is not a state, state official or other government entity exempt from CAFA.

17. Cargill Animal Nutrition is a business unit of Cargill, Incorporated and is not a state, state official or other government entity exempt from CAFA.

18. According to Plaintiff's allegations, Cerri Feed & Pet Supply is a California limited liability company and, as such, is not a state, state official or other government entity exempt from CAFA. (**Exhibit A**, Complaint at ¶ 8.)

D. There Is Diversity Between At Least One Class Member And Any One Defendant

19. CAFA's minimal diversity requirement is satisfied, inter alia, when "any member of a class of plaintiffs is a citizen of a State different from any defendant." 28 U.S.C. §§ 1332(d)(2)(A); 1453(b). Minimal diversity of

³ Plaintiff alleges that the class is estimated to be greater than seventy-five (75) individuals and alleges that the identity of such membership is "readily ascertainable by inspection of Defendants' employment records." (Ex. A, Complaint at ¶ 17(a).)

1 citizenship exists here because Plaintiff and Defendant Cargill, Incorporated are
2 citizens of different states.

3 20. Plaintiff has conceded that she is domiciled in California. Allegations
4 of residency in a state court complaint can create a rebuttable presumption of
5 domicile supporting diversity of citizenship. *Lew v. Moss*, 797 F.2d 747, 751 (9th
6 Cir. 1986); *see also State Farm Mut. Auto. Ins. Co. v. Dyer*, 19 F.3d 514, 519-20
7 (10th Cir. 1994) (allegation by a party in state court complaint of residency
8 “created a presumption of continuing residence in [state] and put the burden of
9 coming forward with contrary evidence on the party seeking to prove otherwise”).
10 At the time Plaintiff commenced this action and at the time of removal, Plaintiff
11 alleged that she resided in the State of California. (**Exhibit A**, Complaint at ¶ 5.)
12 Therefore, Plaintiff is a citizen of California for diversity purposes.

13 21. Conversely, Cargill, Incorporated is not a citizen of California. It is a
14 citizen of Delaware and Minnesota. For diversity purposes, a corporation is
15 deemed a citizen of its state of incorporation and the state where it has its
16 principal place of business. 28 U.S.C. § 1332(c)(1). The principal place of
17 business is “where a corporation's officers direct, control, and coordinate the
18 corporation's activities.” *See Hertz Corp. v. Friend*, 130 U.S. 1181, 1192-93
19 (2010). At the time this action was commenced in state court, Defendant Cargill,
20 Incorporated was, and remains, a Delaware corporation (via incorporation)
21 with its principal place of business in Wayzata, Minnesota where its corporate
22 offices and headquarters, and where Cargill, Incorporated’s executive and
23 administrative functions are located.

24 22. Accordingly, the named Plaintiff is a citizen of a state different from
25 Cargill, Incorporated, and diversity exists for purposes of CAFA jurisdiction. *See*
26 28 U.S.C. §§ 1332(d)(2)(A), 1453.

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28 ///

1 **E. The Amount in Controversy Exceeds \$5,000,000⁴**

2 23. CAFA's \$5,000,000 threshold for the "amount in controversy," is not
3 the same as the amount ultimately recovered. *Lara v. Trimac Transp. Servs. Inc.*,
4 No. CV 10- 4280-GHK JCx, 2010 WL 3119366, at *3 (C.D. Cal. Aug. 6, 2010).
5 Rather, in assessing the amount in controversy, courts must "assume that the
6 allegations of the complaint are true and assume that a jury will return a verdict for
7 the plaintiff on all claims made in the complaint." *Kenneth Rothschild Trust v.*
8 *Morgan Stanley Dean Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal. 2002). The
9 ultimate inquiry is what amount is put "in controversy" by the plaintiff's
10 complaint, not what a defendant will actually owe. *Rippee v. Boston Market*
11 *Corp.*, 408 F. Supp. 2d 982, 986 (S.D. Cal. 2005). After all, "the amount in
12 controversy is simply an estimate of the total amount in dispute, not a prospective
13 assessment of defendant's liability." *Lewis v. Verizon Communications, Inc.*, 627
14 F.3d 395, 400 (9th Cir. 2010) (citing *McPhail v. Deere & Co.*, 529 F.3d 947, 956
15 (10th Cir. 2008)). Additionally, "the amount in controversy is not measured by the
16 low end of an open-ended claim, but rather by a reasonable reading of the value of
17 the rights being litigated"); *Valdez v. Allstate Ins. Co.*, 372 F.3d 1115, 1117 (9th
18 Cir. 2004) (stating that "[t]he amount-in-controversy inquiry in the removal
19 context is not confined to the face of the complaint") (citations omitted).

20 24. Congress intended federal jurisdiction to be appropriate under CAFA
21 "if the value of the matter in litigation exceeds \$5,000,000 either from the
22 viewpoint of the plaintiff or the viewpoint of the defendant, and regardless of the
23 type of relief sought (e.g., damages, injunctive relief, or declaratory relief)."

24

⁴ The alleged damage calculations set forth in the instant Notice of Removal
25 are provided for purposes of removal only and based on the presumption of truth to
26 which Plaintiff's allegations are entitled. Cargill, Incorporated denies that Plaintiff
27 or any putative class member is entitled to any relief whatsoever and expressly
28 reserves the right to challenge Plaintiff's claims and his alleged damages at every
stage of this case.

1 Senate Judiciary Committee Report, S. REP. 109-14 at 42. In addition, the Senate
2 Judiciary Committee's Report on the final version of CAFA makes clear that any
3 doubts regarding the maintenance of interstate class actions in state or federal court
4 should be resolved in favor of federal jurisdiction. S. REP. 109-14 at 42-43 ("[I]f a
5 federal court is uncertain about whether 'all matters in controversy' in a purported
6 class action 'do not in the aggregate exceed the sum or value of \$5,000,000,' the
7 court should err in favor of exercising jurisdiction over the case . . . [Section
8 1332(d)] should be read broadly, with a strong preference that interstate class
9 actions should be heard in federal court if removed by the defendant.")

10 25. In calculating the amount in controversy, the claims of class members
11 may be aggregated to determine whether the amount in controversy has been
12 satisfied. 28 U.S.C. § 1332(d)(6).

13 26. Plaintiff's Complaint here is silent as to the total amount in
14 controversy.⁵ However, as demonstrated herein, the Plaintiff's allegations, when
15 accepted as true, place more \$5,000,000 in controversy in this lawsuit. By
16 demonstrating that the amount in controversy exceeds the CAFA threshold,
17 Defendants in no way concede the validity of Plaintiffs claims in any respect or
18 the likelihood that Plaintiff will obtain certification or recover anything.

19 27. With respect to her claims for wages, Plaintiff's Tenth Cause of
20 Action alleges violation of the California Unfair Competition Law ("UCL"),
21 Business and Professions Code § 17200, *et seq.* (See **Exhibit A**, Complaint ¶¶
22 110-116.) Alleging a UCL violation extends the statute of limitations on certain
23 of Plaintiff's wage claims from three to four years. *See* Cal. Bus. & Prof. Code
24 § 17208; *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163, 178-
25 79 (2000) (four-year statute of limitations for restitution of wages under the

26 ⁵ That Plaintiff concedes the value of his individual claims at less than
27 \$75,000 is irrelevant since the damages of the entire putative class are aggregated
28 for purposes of calculating the amount in controversy.

UCL); *See also* **Exhibit A**, Complaint at ¶ 116 (specifically seeking to recover the restitution of wages during a four-year period preceding the filing of the instant lawsuit). Moreover, Plaintiff explicitly seeks to apply a four-year statute of limitations to his class action claims by virtue of his class definition. (**Exhibit A**, Complaint at ¶ 15.)

1. Plaintiff's First Cause of Action (Unpaid Overtime Wages)

28. Plaintiff's first cause of action alleges that Defendants failed to pay overtime wages owed to Plaintiff and the other class members, including failing to properly calculate the overtime rate. (**Exhibit A**, Complaint at ¶ 55.)

29. Plaintiff's allegations with respect to his overtime claims do not adequately state the number of hours of overtime worked, the amount of overtime owed, or even whether the class members were denied the whole of the time-and-a-half their regular rate owed them or, instead, whether they were paid straight time for hours worked beyond eight in a day or forty in a week and therefore they are merely seeking the remaining half-time their regular rate. (**Exhibit A**, Complaint at ¶¶ 54-57.) For that reason, Defendants base their calculations on the lower of each possibility for purposes of determining the amount in controversy.

30. Defendants' calculations are based on the following:

- During the class period starting with March 4, 2011 and proceeding to the present, Cargill, Incorporated employed an average of more than 300 hourly-paid non-exempt workers at any given time (300 positions) in the state.⁶

⁶ All of Cargill, Incorporated's calculations exclude individuals employed by Cerri after Cargill, Incorporated sold Cerri to a third party. Moreover, Cargill, Incorporated does not waive its right to challenge the allegation that it employed Plaintiff or any other Cerri employees at any time or that any of its employees are similarly situated to any Cerri employee including Plaintiff.

- Those hourly-paid non-exempt employees were paid at least twice monthly⁷ for a total of 208 (52 weeks per year x 4 years) workweeks per position and 96 pay periods (2 pay periods per month x 12 months per year x 4 years) per position.⁸ Thus, the number of workweeks for purposes of calculating the amount in controversy for Plaintiff's first cause of action is at least 62,400 (208 x 300).
- Based on a review of a sampling of pay records across the 11 Cargill, Incorporated locations operating within the class period including pay records from March, 2011 to March, 2015, the average hourly rate of pay for class members is greater than Plaintiff's hourly rate of pay, which was \$16.57. Thus, the pay rate for calculating the amount in controversy for Plaintiff's first cause of action is **at least** \$8.28 per hour of overtime worked ($\$16.57 / 2$).⁹

⁷ Some of the subject employees were paid weekly and some were paid twice monthly. However, for ease of calculation and explanation, Defendants' calculations are based on the less frequent pay method, thereby underestimating the potential amount in controversy any time damages are based on a per-paycheck method of calculation, such as with respect to Plaintiff's minimum wage claim.

⁸ Again for ease of calculation and explanation, Defendants' method of calculation relies on the four year period from March 4, 2011 to the date of filing on March 4, 2015. This method excludes the weeks following filing the Complaint and, by doing so, underestimates the potential amount in controversy by approximately 6 workweeks or at least 3 pay periods.

⁹ This rate takes the conservative interpretation of Plaintiff's calculations such that she is only seeking overtime at the rate of .5 times the regular hourly rate based on the understanding that she and the putative class members were paid straight time for their overtime hours worked. If her vague allegations are intended to claim that she and putative class members were not paid **at all** for their overtime hours worked (i.e., that they were the result of off-the-clock work), the amount in controversy for her first cause of action would increase at least threefold.

- In addition, based on that same review of pay records, employees in the putative class worked overtime in more than 50% of the workweeks in the class period. Thus, Defendant's calculations are based on this conservative 50% number.
- Additionally, based on that same review of pay records, during the class period putative class members averaged more than 3 hours of overtime in workweeks that they worked overtime. Thus, Defendants' calculations are based on this conservative 3-hour-per-workweek number.

31. Accordingly, based on those conservative calculations for the putative class members, the amount in controversy for Plaintiff's first cause of action alone amounts to at least **\$775,008.00**, which is reached by multiplying the number of workweeks for all class members (62,400) x the 50% overtime rate x 3 hours of overtime per workweek where overtime was worked x the overtime rate of \$8.28 per hour ($62,400 \times .5 \times 3 \times 8.28 = 775,008.00$).

2. Plaintiff's Second Cause of Action (Unpaid Meal Premiums)

32. With respect to her meal period claim, Plaintiff alleges without qualification that she and "other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods of longer than five (5) hours without an uninterrupted meal period of not less than thirty minutes . . ." (**Exhibit A**, Complaint at ¶ 62.).

33. Based on a review of her pay records, Plaintiff's shift regularly exceeded six (6) hours. Moreover, based on a review of the pay records as set forth above, the shifts of the putative class members regularly exceeded six (6) hours per day. Indeed, the rate at which both Plaintiff and the putative class members worked shifts exceeding six (6) hours was greater than twice per workweek.

///

1 34. Thus, based on Plaintiff's allegation that she and the putative class
2 members were denied legally-compliant meal periods when they worked more
3 than six (6) hours in a shift, coupled with the frequency of which Plaintiff and the
4 putative class members actually worked six or more hours in a workweek, the
5 amount in controversy for Plaintiff's second cause of action for meal period
6 premiums equals at least two meal period violation per week per class member.

7 35. The resulting amount in controversy is equal to **\$2,067,936** based on the
8 calculation of workweeks (62,400) x plaintiff's hourly rate (which, at \$16.57, is
9 less than the average hourly rate for the class) x 2 violations per week or $62,400 \times$
10 $16.57 \times 2 = 2,067,936$.

11 **3. Plaintiff's Third Cause of Action (Unpaid Rest Premiums)**

12 36. With respect to her rest period claim, Plaintiff alleges without
13 qualification that Defendants required her and other class members to work four
14 or more hours without authorizing or permitting a ten (10) minute rest period per
15 each four (4) hour period worked. (**Exhibit A**, Complaint at ¶ 71.).

16 37. Based on a review of her pay records, Plaintiff's shift and the shifts of
17 the putative class members regularly exceeded four (4) hours per day. Indeed, the
18 rate at which both Plaintiff and the putative class members worked shifts
19 exceeding four (4) hours was greater than twice per workweek.

20 38. Thus, based on Plaintiff's allegation that she and the putative class
21 members were denied legally-compliant rest periods when they worked more than
22 four (4) hours in a shift, coupled with the frequency of which Plaintiff and the
23 putative class members actually worked four or more hours in a workweek, the
24 amount in controversy for Plaintiff's third cause of action for rest period
25 premiums equals at least two rest period violations per week per class member.

26 39. The resulting amount in controversy is equal to **\$2,067,936** based on the
27 calculation of workweeks (62,400) x plaintiff's hourly rate (which, at \$16.57, is
28 less than the average hourly rate for the class) or $62,400 \times 16.57 \times 2 = 2,067,936$.

1 **4. Plaintiff's Fourth Cause of Action (Unpaid Minimum**
2 **Wage)**

3 40. With respect to her minimum wage claim, Plaintiff alleges that
4 Defendant failed to pay minimum wage to Plaintiff and other class members.¹⁰
5 (**Exhibit A**, Complaint at ¶ 78.) Although Plaintiff's minimum wage allegations
6 are simply too vague and inadequate to allow even for an estimation of the
7 potential wages due as a result of Defendants' failure to pay minimum wage –
8 after all, by how much does the amount Defendants pay fall below the minimum?
9 – Plaintiff also seeks penalties with respect to those claims, which does lend itself
10 to calculation.

11 41. In that regard, Plaintiff is seeking at least \$100 per pay period in
12 which Defendants failed to pay minimum wage. (**Exhibit A**, Complaint at ¶ 80.)

13 42. Thus, based on Plaintiff's broad minimum wage allegations coupled
14 with the fact that she is seeking \$100 per pay period, and based on the fact that
15 penalties are limited to 1-year statutes of limitations under California law, Plaintiff
16 is seeking \$100 x the number of pay periods from March 4, 2014 to the present,
17 which is more than 52 weeks.

18 43. Over the course of the past year, Cargill, Inc. has employed workers
19 in an average of 285 positions. Using that number and limiting the recovery
20 period to just one-year (which is at least 3 pay periods fewer than are at issue),
21 there are 6,840 impacted pay periods (285 positions x 24 pay periods per year).
22 Accordingly, the amount in controversy for Plaintiff's minimum wage claim,

23
24 ¹⁰ While Plaintiff's minimum wage allegations are both inadequate under the
25 applicable pleading standards and absurd based on her and other class members'
26 hourly rates of pay, they must be accepted as true for purposes of calculating the
27 amount in controversy. *See Kenneth Rothschild Trust v. Morgan Stanley Dean*
28 *Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal. 2002). Defendants' calculations
comply with that mandate, while Defendants do not waive their right to challenge
Plaintiff's allegations at the pleadings stage and beyond.

1 excluding the wages and liquidated damages sought, is **at least \$684,000** (6,840
2 pay periods x \$100 penalty).

3 **5. Plaintiff's Fifth Cause of Action (Final Wages Not Timely**
4 **Paid)**

5 44. With respect to her fifth cause of action for waiting time penalties
6 Plaintiff alleges, without qualification, that Defendants intentionally and willfully
7 failed to pay Plaintiff and the other class members who were no longer employed
8 their wages within seventy-two (72) hours of termination. Plaintiff seeks to
9 recover each employee's wages, which continue to accrue for 30 days following
10 their termination.

11 45. Based on a review of Cargill, Incorporated's employment records,
12 Cargill, Incorporated had more than 300 employees terminate their employment
13 within the applicable class period. Again using Plaintiff's hourly rate, which is
14 less than the average hourly rate of pay for putative class members, as the
15 applicable rate of pay, the amount in controversy for Plaintiff's waiting time claim
16 is **\$149,130** (16.57 (hourly rate) x 30 days x 300 employees = 149,130)

17 **6. Plaintiff's Seventh Cause¹¹ of Action (Non-compliant Wage**
18 **Statements)**

19 46. With respect to her Non-compliant wage statement claims, Plaintiff
20 alleges, without qualification, that Defendants failed to provide Plaintiff and the
21 putative class members with complete and accurate wage statements. (**Exhibit A,**
22 **Complaint at ¶ 96.)** In connection with that claim, Plaintiff seeks to recover **at**
23 **least \$4,000** per effected employee. (**Exhibit A, Complaint at ¶ 99.)**

24
25
26 ¹¹ Because Plaintiff does not specify what damages she seeks with respect to
27 her sixth cause of action, either in the body of her Complaint or in her Prayer for
28 Relief, Defendants will not endeavor to calculate an amount in controversy for that
claim at this time.

1 47. Over the one-year statute of limitations applicable to claims for wage
2 statement penalties, Cargill, Inc. employed workers in 285 positions in the State of
3 California. Thus, at the conservative rate of 24 pay periods in a year, Cargill has
4 issued at least 6,840 paychecks. The available penalty under section 226 of the
5 Labor Code is \$50 per inaccurate statement for each initial violation and \$100 per
6 each subsequent violation. Accordingly, even assuming that every violation is an
7 initial violation, the amount in controversy for Plaintiff's inaccurate wage
8 statement claim is **at least \$342,000**.

9 7. **Minimum Amount in Controversy for Plaintiff's Claims**

10 48. Based on the foregoing, the amount in controversy for Plaintiff's
11 claims exceeds the \$5,000,000 threshold. Specifically, the **minimum** amounts
12 placed into controversy by Plaintiff's causes of action are:

- 13 • First cause of action = **\$775,008**
- 14 • Second cause of action = **\$2,067,936**
- 15 • Third cause of action = **\$2,067,936**
- 16 • Fourth cause of action = **\$684,000**
- 17 • Fifth cause of action = **\$149,130**
- 18 • Seventh cause of action = **\$342,000**

19 49. Thus, the total **minimum** amount placed in controversy by Plaintiff's
20 Complaint, even without any consideration given to causes of action six, eight, or
21 nine, is **\$6,086,010** before attorneys' fees are included.

22 8. **Attorney's Fees**

23 50. Attorneys' fees are also includable in the amount in controversy
24 where the underlying statute authorizes an award of fees. *Lowdermilk v. U.S.*
25 *Bank Nat'l Ass'n*, 479 F.3d 994, 1000 (9th Cir. 2007) *overruled on other grounds*
26 *by Standard Fire Ins. Co. v. Knowles*, 133 S.Ct. 1345 (2013). Plaintiff is seeking
27 attorneys' fees with respect to causes of action one, two, four, nine and ten.
28 **(Exhibit A, Complaint at Prayer for Relief.)** The Ninth Circuit has recognized

1 25% as an appropriate benchmark for fee awards in class action cases. *See*
2 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998). Under that
3 benchmark, and based on the demonstrated amount in controversy for causes
4 action one, two, and four,¹² which is calculated by adding the amounts in
5 controversy for each pertinent cause of action (\$775,008 + \$2,067,936 + \$684,000
6 = \$3,526,944) and then multiplying that number by .25 (25%) it is reasonable to
7 place the attorneys' fees in controversy at a minimum of **\$846,466.56**. Adding
8 that amount to the previously calculated value only serves to underscore the
9 conclusion that this case easily exceeds the \$5,000,000 threshold.

10 **V. CONCLUSION**

11 51. This Court has original jurisdiction over Plaintiff's claims by virtue of
12 the Class Action Fairness Act. This action is thus properly removable to federal
13 court pursuant to 28 U.S.C. § 1441. In the event this Court has a question
14 regarding the propriety of this Notice of Removal, Cargill, Incorporated requests
15 the opportunity to submit evidence, points and authorities further supporting the
16 removal of this action.

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ¹² Plaintiff's tenth cause of action, for violation of the UCL, works to extend
25 the recovery available under certain of her other causes of action. For that reason,
26 the amount in controversy for her tenth cause of action is already inherent in the
27 amount in controversy for those other causes of action and, for that reason, is not
28 double counted here in the fee calculation or above in the amount in controversy
calculations.

1 WHEREFORE, Defendant Cargill, Incorporated removes the above-action
2 to this Court.

3 **DEMAND FOR JURY TRIAL**

4 Defendants hereby demand a trial by jury.

5
6 Dated: April 16, 2015

By: 

One of the Attorneys for Defendants

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EXHIBIT A

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Attorneys for Plaintiff

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Superior Court of California
County Of Los Angeles

MAR 04 2015

Sherril R. Carter, Executive Officer/Clerk
By: Judi Lara, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOAN WILKINS; individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

vs.

CARGILL, INCORPORATED, an unknown
business entity; CARGILL ANIMAL
NUTRITION, an unknown business entity;
CERRI FEED & PET SUPPLY, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.:

BC 5 74 554

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

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1 COMES NOW, Plaintiff JOAN WILKINS ("Plaintiff"), individually, and on behalf of
2 other members of the general public similarly situated, and alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to the California Code of Civil Procedure
5 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal
6 jurisdiction limits of the Superior Court and will be established according to proof at trial. The
7 "amount in controversy" for the named Plaintiff, including claims for compensatory damages,
8 restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than
9 seventy-five thousand dollars (\$75,000).

10 2. This Court has jurisdiction over this action pursuant to the California
11 Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all
12 other causes" except those given by statute to other courts. The statutes under which this
13 action is brought do not specify any other basis for jurisdiction.

14 3. This Court has jurisdiction over Defendants because, upon information and
15 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
16 or otherwise intentionally avail themselves of the California market so as to render the exercise
17 of jurisdiction over them by the California courts consistent with traditional notions of fair play
18 and substantial justice.

19 4. Venue is proper in this Court because, upon information and belief, Defendants
20 maintain offices, have agents, employ individuals, and/or transact business in the State of
21 California, County of Los Angeles. Moreover, Defendant CARGILL, INCORPORATED's
22 agent for service of process is located in the State of California, County of Los Angeles.

23 **PARTIES**

24 5. Plaintiff JOAN WILKINS is an individual residing in the State of California.

25 6. Defendant CARGILL, INCORPORATED, at all times herein mentioned, was
26 and is, upon information and belief, an unknown business entity, and at all times herein
27 mentioned, an employer whose employees are engaged throughout the State of California.

28 ///

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1 7. Defendant CARGILL ANIMAL NUTRITION at all times herein mentioned, was
2 and is, upon information and belief, an unknown business entity, and at all times herein
3 mentioned, an employer whose employees are engaged throughout the State of California.

4 8. Defendant CERRI FEED & SUPPLY, LLC, at all times herein mentioned, was
5 and is, upon information and belief, a California limited liability company, and at all times
6 herein mentioned, an employer whose employees are engaged throughout the State of
7 California.

8 9. At all relevant times, CARGILL, INCORPORATED, CARGILL ANIMAL
9 NUTRITION and CERRI FEED & SUPPLY, LLC were the "employer" of Plaintiff within the
10 meaning of all applicable California state laws and statutes.

11 10. At all times herein relevant, Defendants CARGILL, INCORPORATED,
12 CARGILL ANIMAL NUTRITION, CERRI FEED & SUPPLY, LLC and DOES 1 through 100,
13 and each of them, were the agents, partners, joint venturers, joint employers, representatives,
14 servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and
15 at all times relevant hereto were acting within the course and scope of their authority as such
16 agents, partners, joint venturers, joint employers, representatives, servants, employees,
17 successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly
18 committed with the ratification, knowledge, permission, encouragement, authorization and
19 consent of each defendant designated herein.

20 11. The true names and capacities, whether corporate, associate, individual or
21 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
22 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
23 information and belief alleges, that each of the defendants designated as a DOE is legally
24 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
25 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
26 Plaintiff will seek leave of court to amend this Complaint to show the true names and
27 capacities when the same have been ascertained.

28 ///

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12. Defendant CARGILL, INCORPORATED, CARGILL ANIMAL NUTRITION
CERRI FEED & SUPPLY, LLC and DOES 1 through 100 will hereinafter collectively be
referred to as "Defendants."

13. Plaintiff further alleges that Defendants directly or indirectly controlled or
affected the working conditions, wages, working hours, and conditions of employment of
Plaintiff and the other class members so as to make each of said defendants employers and
employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

14. Plaintiff brings this action on her own behalf and on behalf of all other members
of the general public similarly situated, and, thus, seeks class certification under Code of Civil
Procedure section 382.

15. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for
any of the Defendants within the State of California at any time during the
period from four years preceding the filing of this Complaint to final judgment.

16. Plaintiff reserves the right to establish subclasses as appropriate.

17. The class is ascertainable and there is a well-defined community of interest in
the litigation:

a. Numerosity: The class members are so numerous that joinder of all class
members is impracticable. The membership of the entire class is
unknown to Plaintiff at this time; however, the class is estimated to be
greater than seventy-five (75) individuals and the identity of such
membership is readily ascertainable by inspection of Defendants'
employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as
demonstrated herein. Plaintiff will fairly and adequately protect the
interests of the other class members with whom she has a well-defined
community of interest.

1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
2 each class member, with whom she has a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiff has no
4 interest that is antagonistic to the other class members. Plaintiff's
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiff has
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.

11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.

14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 18. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the California Labor Code, was willful;

26 ///

27 ///

28 ///

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- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked, missed meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

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- 1 m. The appropriate amount of damages, restitution, and/or monetary
2 penalties resulting from Defendants' violation of California law; and
3 n. Whether Plaintiff and the other class members are entitled to
4 compensatory damages pursuant to the California Labor Code.

5 **GENERAL ALLEGATIONS**

6 19. At all relevant times set forth herein, Defendants employed Plaintiff and other
7 persons as hourly-paid or non-exempt employees within the State of California.

8 20. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
9 exempt employee, from approximately August 2012 to approximately March 2013, in the State
10 of California.

11 21. Defendants hired Plaintiff and the other class members and classified them as
12 hourly-paid or non-exempt, and failed to compensate them for all hours worked, missed meal
13 periods and/or rest breaks.

14 22. Defendants had the authority to hire and terminate Plaintiff and the other class
15 members; to set work rules and conditions governing Plaintiff's and the other class members'
16 employment and to supervise their daily employment activities.

17 23. Defendants exercised sufficient authority over the terms and conditions of
18 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
19 and the other class members.

20 24. Defendants directly hired and paid wages and benefits to Plaintiff and the other
21 class members.

22 25. Defendants continue to employ hourly-paid or non-exempt employees within the
23 State of California.

24 26. Plaintiff and the other class members worked over eight (8) hours in a day,
25 and/or forty (40) hours in a week during their employment with Defendants.

26 ///

27 ///

28 ///

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1 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
3 non-exempt employees within the State of California. This scheme involved, inter alia, failing
4 to pay them for all hours worked, missed meal periods and rest breaks in violation of
5 California law.

6 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and the other class members were entitled to receive
8 certain wages for overtime compensation and that they were not receiving wages for overtime
9 compensation.

10 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 failed to provide Plaintiff and the other class members the required rest and meal periods
12 during the relevant time period as required under the Industrial Welfare Commission Wage
13 Orders and thus they are entitled to any and all applicable penalties.

14 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members were entitled to receive
16 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
17 member's regular rate of pay when a meal period was missed, and they did not receive all meal
18 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
19 regular rate of pay when a meal period was missed.

20 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other class members were entitled to receive
22 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
23 member's regular rate of pay when a rest period was missed, and they did not receive all rest
24 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
25 regular rate of pay when a rest period was missed.

26 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members were entitled to receive
28 at least minimum wages for compensation and that they were not receiving at least minimum

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1 wages for all hours worked.

2 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members were entitled to receive
4 all wages owed to them upon discharge or resignation, including overtime, minimum wages,
5 meal and rest period premiums, and they did not, in fact, receive all such wages owed to them
6 at the time of their discharge or resignation.

7 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 all wages owed to them during their employment. Plaintiff and the other class members did
10 not receive payment of all wages, including overtime and minimum wages and meal and rest
11 period premiums, within any time permissible under California Labor Code section 204.

12 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members were entitled to receive
14 complete and accurate wage statements in accordance with California law, but, in fact, they did
15 not receive complete and accurate wage statements from Defendants. The deficiencies
16 included, inter alia, the failure to include the total number of hours worked by Plaintiff and the
17 other class members.

18 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Defendants had to keep complete and accurate payroll records
20 for Plaintiff and the other class members in accordance with California law, but, in fact, did
21 not keep complete and accurate payroll records.

22 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to
24 reimbursement for necessary business-related expenses.

25 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that they had a duty to compensate Plaintiff and the other class
27 members pursuant to California law, and that Defendants had the financial ability to pay such
28 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely

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1 represented to Plaintiff and the other class members that they were properly denied wages, all
2 in order to increase Defendants' profits.

3 39. At all material times set forth herein, Defendants failed to pay overtime wages
4 to Plaintiff and the other class members for all hours worked. Plaintiff and the other class
5 members were required to work more than eight (8) hours per day and/or forty (40) hours per
6 week without overtime compensation.

7 40. At all material times set forth herein, Defendants failed to provide the requisite
8 uninterrupted meal and rest periods to Plaintiff and the other class members.

9 41. At all material times set forth herein, Defendants failed to pay Plaintiff and the
10 other class members at least minimum wages for all hours worked.

11 42. At all material times set forth herein, Defendants failed to pay Plaintiff and the
12 other class members all wages owed to them upon discharge or resignation.

13 43. At all material times set forth herein, Defendants failed to pay Plaintiff and the
14 other class members all wages within any time permissible under California law, including,
15 inter alia, California Labor Code section 204.

16 44. At all material times set forth herein, Defendants failed to provide complete or
17 accurate wage statements to Plaintiff and the other class members.

18 45. At all material times set forth herein, Defendants failed to keep complete or
19 accurate payroll records for Plaintiff and the other class members.

20 46. At all material times set forth herein, Defendants failed to reimburse Plaintiff
21 and the other class members for necessary business-related expenses and costs.

22 47. At all material times set forth herein, Defendants failed to properly compensate
23 Plaintiff and the other class members pursuant to California law in order to increase
24 Defendants' profits.

25 48. California Labor Code section 218 states that nothing in Article 1 of the Labor
26 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
27 due to him [or her] under this article."

28 ///

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FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;

CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)

49. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 48, and each and every part thereof with the same force and effect as though fully set forth herein.

50. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis, including any incentive pay.

51. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (4) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

52. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

53. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

54. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

1 55. During the relevant time period, Defendants intentionally and willfully failed to
2 pay overtime wages owed to Plaintiff and the other class members, including failing to
3 properly calculating the overtime rate.

4 56. Defendants' failure to pay Plaintiff and the other class members the unpaid
5 balance of overtime compensation, as required by California laws, violates the provisions of
6 California Labor Code sections 510 and 1198, and is therefore unlawful.

7 57. Pursuant to California Labor Code section 1194, Plaintiff and the other class
8 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
9 attorneys' fees.

10 **SECOND CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 226.7 and 512(a))**

12 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
13 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

14 58. Plaintiff incorporates by reference the allegations contained in paragraphs 1
15 through 57, and each and every part thereof with the same force and effect as though fully set
16 forth herein. At all relevant times, the IWC Order and California Labor Code sections 226.7
17 and 512(a) were applicable to Plaintiff's and the other class members' employment by
18 Defendants. At all relevant times, California Labor Code section 226.7 provides that no
19 employer shall require an employee to work during any meal or rest period mandated by an
20 applicable order of the California IWC.

21 59. At all relevant times, the applicable IWC Wage Order and California Labor
22 Code section 512(a) provide that an employer may not require, cause or permit an employee to
23 work for a work period of more than five (5) hours per day without providing the employee
24 with a meal period of not less than thirty (30) minutes, except that if the total work period per
25 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
26 consent of both the employer and employee.

27 60. At all relevant times, the applicable IWC Wage Order and California Labor
28 Code section 512(a) further provide that an employer may not require, cause or permit an

1 employee to work for a work period of more than ten (10) hours per day without providing the
2 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
3 that if the total hours worked is no more than twelve (12) hours, the second meal period may
4 be waived by mutual consent of the employer and the employee only if the first meal period
5 was not waived.

6 61. During the relevant time period, Plaintiff and the other class members who were
7 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
8 their legally-mandated meal periods by mutual consent, were required to work for periods
9 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
10 minutes and/or rest period.

11 62. During the relevant time period, Plaintiff and the other class members who were
12 scheduled to work for a period of time in excess of six (6) hours were required to work for
13 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
14 (30) minutes and/or rest period.

15 63. During the relevant time period, Defendants intentionally and willfully required
16 Plaintiff and the other class members to work during meal periods and failed to compensate
17 Plaintiff and the other class members the full meal period premium for work performed during
18 meal periods.

19 64. During the relevant time period, Defendants failed to pay Plaintiff and the other
20 class members the full meal period premium due pursuant to California Labor Code section
21 226.7.

22 65. Defendants' conduct violates applicable IWC Wage Order and California Labor
23 Code sections 226.7 and 512(a).

24 66. Pursuant to applicable IWC Wage Order and California Labor Code section
25 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
26 additional hour of pay at the employee's regular rate of compensation for each work day that
27 the meal or rest period is not provided.

28 ///

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Glendale, California 91203

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;
CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

67. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 66, and each and every part thereof with the same force and effect as though fully set forth herein.

68. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

69. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

71. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

72. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

73. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

74. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

FOURTH CAUSE OF ACTION

76. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
2 members are entitled to recover liquidated damages in an amount equal to the wages
3 unlawfully unpaid and interest thereon.

4 **FIFTH CAUSE OF ACTION**

5 **(Violation of California Labor Code §§ 201 and 202)**

6 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
7 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

8 82. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 81, and each and every part thereof with the same for and effect as though fully set
10 forth herein.

11 83. At all relevant times herein set forth, California Labor Code sections 201 and
12 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
13 time of discharge are due and payable immediately, and if an employee quits his or her
14 employment, his or her wages shall become due and payable not later than seventy-two (72)
15 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
16 intention to quit, in which case the employee is entitled to his or her wages at the time of
17 quitting.

18 84. During the relevant time period, Defendants intentionally and willfully failed to
19 pay Plaintiff and the other class members who are no longer employed by Defendants their
20 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

21 85. Defendants' failure to pay Plaintiff and the other class members who are no
22 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
23 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
24 201 and 202.

25 86. California Labor Code section 203 provides that if an employer willfully fails to
26 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
27 shall continue as a penalty from the due date thereof at the same rate until paid or until an
28 action is commenced; but the wages shall not continue for more than thirty (30) days.

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1 87. Plaintiff and the other class members are entitled to recover from Defendants the
2 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
3 pursuant to California Labor Code section 203.

4 **SIXTH CAUSE OF ACTION**

5 **(Violation of California Labor Code § 204)**

6 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
7 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

8 88. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 87, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 89. At all times herein set forth, California Labor Code section 204 provides that all
12 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
13 any calendar month, other than those wages due upon termination of an employee, are due and
14 payable between the 16th and the 26th day of the month during which the labor was
15 performed.

16 90. At all times herein set forth, California Labor Code section 204 provides that all
17 wages earned by any person in any employment between the 16th and the last day, inclusive,
18 of any calendar month, other than those wages due upon termination of an employee, are due
19 and payable between the 1st and the 10th day of the following month.

20 91. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned for labor in excess of the normal work period shall be paid no later than the
22 payday for the next regular payroll period.

23 92. During the relevant time period, Defendants intentionally and willfully failed to
24 pay Plaintiff and the other class members all wages due to them, within any time period
25 permissible under California Labor Code section 204.

26 93. Plaintiff and the other class members are entitled to recover all remedies
27 available for violations of California Labor Code section 204.

28 ///

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SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;

CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

96. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

97. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

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1 98. More specifically, Plaintiff and the other class members have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 226(a) because
3 they were denied both their legal right to receive, and their protected interest in receiving,
4 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

5 99. Plaintiff and the other class members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with California Labor
7 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
8 employee.

9 100. Plaintiff and the other class members are also entitled to injunctive relief to
10 ensure compliance with this section, pursuant to California Labor Code section 226(g).

11 **EIGHTH CAUSE OF ACTION**

12 **(Violation of California Labor Code § 1174(d))**

13 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**

14 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

15 101. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 100, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 102. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
19 central location in the state or at the plants or establishments at which employees are employed,
20 payroll records showing the hours worked daily by and the wages paid to, and the number of
21 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
22 respective plants or establishments. These records shall be kept in accordance with rules
23 established for this purpose by the commission, but in any case shall be kept on file for not less
24 than two years.

25 103. Defendants have intentionally and willfully failed to keep accurate and complete
26 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
27 class members.

28 ///

105. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

**(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;
CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

107. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

CLASS ACTION COMPLAINT FOR DAMAGES

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Glendale, California 91203

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;

CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)

110. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

112. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

113. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a) and 1174(d).

114. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

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115. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

116. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences from four years preceding the filing of this complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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1 19. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 20. For premium wages pursuant to California Labor Code section 226.7(b);

4 21. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due; and

6 22. For such other and further relief as the court may deem just and proper.

7 **As to the Fourth Cause of Action**

8 23. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
10 Plaintiff and the other class members;

11 24. For general unpaid wages and such general and special damages as may be
12 appropriate;

13 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
14 for Plaintiff and the other class members in the amount as may be established according to
15 proof at trial;

16 26. For pre-judgment interest on any unpaid compensation from the date such
17 amounts were due;

18 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Labor Code section 1194(a);

20 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

21 29. For such other and further relief as the court may deem just and proper.

22 **As to the Fifth Cause of Action**

23 30. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
25 time of termination of the employment of the other class members no longer employed by
26 Defendants;

27 31. For all actual, consequential, and incidental losses and damages, according to
28 proof;

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1 32. For statutory wage penalties pursuant to California Labor Code section 203 for
2 the other class members who have left Defendants' employ;

3 33. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due; and

5 34. For such other and further relief as the court may deem just and proper.

6 **As to the Sixth Cause of Action**

7 35. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
9 by California Labor Code section 204 to Plaintiff and the other class members;

10 36. For all actual, consequential, and incidental losses and damages, according to
11 proof;

12 37. For pre-judgment interest on any unpaid compensation from the date such
13 amounts were due; and

14 38. For such other and further relief as the court may deem just and proper.

15 **As to the Seventh Cause of Action**

16 39. That the Court declare, adjudge and decree that Defendants violated the record
17 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
18 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
19 wage statements thereto;

20 40. For actual, consequential and incidental losses and damages, according to proof;

21 41. For statutory penalties pursuant to California Labor Code section 226(e);

22 42. For injunctive relief to ensure compliance with this section, pursuant to
23 California Labor Code section 226(g); and

24 43. For such other and further relief as the court may deem just and proper.

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As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein;

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff and the other class members all vested vacation time, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a) and 1174(d).

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

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1 55. For the appointment of a receiver to receive, manage and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violation of California Business and Professions Code sections
4 17200, et seq.;

5 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Code of Civil Procedure section 1021.5;

7 57. For injunctive relief to ensure compliance with this section, pursuant to
8 California Business and Professions Code sections 17200, et seq.; and

9 58. For such other and further relief as the court may deem just and proper.

10 Dated: March 4, 2015

LAWYERS for JUSTICE, PC


11
12 By: 
13 Edwin Aiwanian
14 Attorneys for Plaintiff
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EXHIBIT B



**Service of Process
Transmittal**

03/17/2015

CT Log Number 526772507

TO: JoAnne Shafer
Cargill, Incorporated
Cargill Office Center, 15407 McGinty Road West
Wayzata, MN 55391

RE: Process Served in California

FOR: Cargill, Incorporated (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Joan Wilkins, etc., Pltf. vs. Cargill, Incorporated, etc., et al., Dfts.

DOCUMENT(S) SERVED: Summons, Instructions, Notice, Cover Sheet, Addendum and Statement, Stipulations(s), Stipulation and Order, Complaint

COURT/AGENCY: Los Angeles County - Superior Court - Hill Street, CA
Case # BC574554

NATURE OF ACTION: Employee Litigation - Plaintiff alleges defendant for violation of California Labor Code and unpaid overtime in the matter

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 03/17/2015 at 12:35

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Edwin Aiwarzian
Lawyers for Justice, PC
410 West Arden Avenue
Suite 203
Glendale, CA 91203
818-265-1020

ACTION ITEMS: CT will retain the current log
Image SOP
Email Notification, JoAnne Shafer joanne_shafer1@cargill.com
Email Notification, Karen Kepler Karen_Kepler@cargill.com
Email Notification, Susan Whitman Susan_Whitman@cargill.com
Email Notification, Bobbi Pearson bobbi_pearson@cargill.com
Email Notification, Brooke Tassoni Brooke_tassoni@cargill.com
Email Notification, Kristin Mitchell Kristin_Mitchell@cargill.com
Email Notification, Lori Leadstrom Lori_Leadstrom@cargill.com
Email Notification, Jenny Fernholz jenny_fernholz@cargill.com

SIGNED: C T Corporation System

ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017

TELEPHONE: 213-337-4615

Page 1 of 1 / DK

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

CARGILL, INCORPORATED, an unknown business entity;
"Additional Parties Attachment form is attached."

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JOAN WILKINS; individually, and on behalf of other members of the
general public similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County Of Los Angeles

MAR 04 2015

Sherri R. Carter, Executive Officer/Clerk
By: Judi Lara, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case, there may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en este corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): State of California

Superior Court for the County of Los Angeles

Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Edwin Aiwazian; 410 Arden Ave., Ste. 203, Glendale, CA 91203; Telephone: (818) 265-1020

CASE NUMBER:
(Número del Caso):

BC 574554

DATE:
(Fecha)

SHERRI R. CARTER

Clerk, by
(Secretario)

Judi Lara

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

MAR 04 2015

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Cargill, Incorporated**

under: ☒ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☒ by personal delivery on (date):

Page 1 of 1

SUM-200(A)

SHORT TITLE: Wilkins vs. Cargill, Incorporated, et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

CARGILL ANIMAL NUTRITION, an unknown business entity; CERRI FEED & PET SUPPLY, LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Page 1 of 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT – CLASS ACTION CASES
Case Number _____

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT
Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)).

BC 5 74 5 54

ASSIGNED JUDGE	DEPT	ROOM
Judge Elihu M. Berle	323	1707
Judge William F. Highberger	322	1702
Judge John Shepard Wiley, Jr.	311	1408
Judge Kenneth Freeman	310	1412
Judge Jane Johnson	308	1415
Judge Amy D. Hogue	307	1402
OTHER		

Instructions for handling Class Action Civil Cases

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

MAR 04 2015

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ SHERRI R. CARTER, Executive Officer/Clerk

LACIV CCW 190 (Rev09/13)
LASC Approved 05-06
For Optical Use

By _____, Deputy Clerk

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Edwin Aiwanian (State Bar No. 232943) LAWYERS FOR JUSTICE, PC 410 Arden Avenue, Suite 203 Glendale, California 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021 ATTORNEY FOR (Name): Plaintiff Joan Wilkins		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County Of Los Angeles MAR 04 2015 Sherri R. Carter, Executive Officer/Clerk By: Judi Lara, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Central District		
CASE NAME: Wilkins vs. Cargill, Incorporated, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: BC 574554 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/DWD (23) Non-PIP/DWD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/DWD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 10
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 4, 2015
 Edwin Aiwanian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: Wilkins vs. Cargill, Incorporated, et al.	CASE NUMBER: BC 5 74 5 5 4
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death -- Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 3. 1., 4.

SHORT TITLE: Wilkins vs. Cargill, Incorporated, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	① 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6026 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Wilkins vs. Cargill, Incorporated, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Wilkins vs. Cargill, Incorporated, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 818 West Seventh Street, 2nd Floor
CITY: Los Angeles	STATE: CA	ZIP CODE: 90017

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: March 4, 2015


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

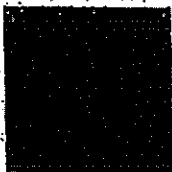


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to discuss and consider whether there can be agreement on the following:
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

ENTRY TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
1. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 88616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
(INSERT DATE) (INSERT DATE)
3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤ _____
(ATTORNEY FOR PLAINTIFF)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER
STIPULATION - DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR PLAINTIFF)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER:	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:
☐ Request for Informal Discovery Conference
☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

Edwin Aiwarzian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
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Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

CONFIRMED COPY
ORIGINAL FILED
Superior Court of California
County Of Los Angeles

MAR 04 2015

Sharril R. Carter, Executive Officer/Clerk
By: Judi Lara, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOAN WILKINS; individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

vs.

CARGILL, INCORPORATED, an unknown
business entity; CARGILL ANIMAL
NUTRITION, an unknown business entity;
CERRI FEED & PET SUPPLY, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.:

BC 5 74 554

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

COMES NOW, Plaintiff JOAN WILKINS ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. Moreover, Defendant CARGILL, INCORPORATED's agent for service of process is located in the State of California, County of Los Angeles.

PARTIES

5. Plaintiff JOAN WILKINS is an individual residing in the State of California.

6. Defendant CARGILL, INCORPORATED, at all times herein mentioned, was and is, upon information and belief, an unknown business entity, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

///

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1 7. Defendant CARGILL ANIMAL NUTRITION at all times herein mentioned, was
2 and is, upon information and belief, an unknown business entity, and at all times herein
3 mentioned, an employer whose employees are engaged throughout the State of California.

4 8. Defendant CERRI FEED & SUPPLY, LLC, at all times herein mentioned, was
5 and is, upon information and belief, a California limited liability company, and at all times
6 herein mentioned, an employer whose employees are engaged throughout the State of
7 California.

8 9. At all relevant times, CARGILL, INCORPORATED, CARGILL ANIMAL
9 NUTRITION and CERRI FEED & SUPPLY, LLC were the "employer" of Plaintiff within the
10 meaning of all applicable California state laws and statutes.

11 10. At all times herein relevant, Defendants CARGILL, INCORPORATED,
12 CARGILL ANIMAL NUTRITION, CERRI FEED & SUPPLY, LLC and DOES 1 through 100,
13 and each of them, were the agents, partners, joint venturers, joint employers, representatives,
14 servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and
15 at all times relevant hereto were acting within the course and scope of their authority as such
16 agents, partners, joint venturers, joint employers, representatives, servants, employees,
17 successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly
18 committed with the ratification, knowledge, permission, encouragement, authorization and
19 consent of each defendant designated herein.

20 11. The true names and capacities, whether corporate, associate, individual or
21 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
22 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
23 information and belief alleges, that each of the defendants designated as a DOE is legally
24 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
25 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
26 Plaintiff will seek leave of court to amend this Complaint to show the true names and
27 capacities when the same have been ascertained.

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12. Defendant CARGILL, INCORPORATED, CARGILL ANIMAL NUTRITION
CERRI FEED & SUPPLY, LLC and DOES 1 through 100 will hereinafter collectively be
referred to as "Defendants."

13. Plaintiff further alleges that Defendants directly or indirectly controlled or
affected the working conditions, wages, working hours, and conditions of employment of
Plaintiff and the other class members so as to make each of said defendants employers and
employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

14. Plaintiff brings this action on her own behalf and on behalf of all other members
of the general public similarly situated, and, thus, seeks class certification under Code of Civil
Procedure section 382.

15. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for
any of the Defendants within the State of California at any time during the
period from four years preceding the filing of this Complaint to final judgment.

16. Plaintiff reserves the right to establish subclasses as appropriate.

17. The class is ascertainable and there is a well-defined community of interest in
the litigation:

a. Numerosity: The class members are so numerous that joinder of all class
members is impracticable. The membership of the entire class is
unknown to Plaintiff at this time; however, the class is estimated to be
greater than seventy-five (75) individuals and the identity of such
membership is readily ascertainable by inspection of Defendants'
employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as
demonstrated herein. Plaintiff will fairly and adequately protect the
interests of the other class members with whom she has a well-defined
community of interest.

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- 1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
2 each class member, with whom she has a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiff has no
4 interest that is antagonistic to the other class members. Plaintiff's
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiff has
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.
- 11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.
- 14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 18. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

- 24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the California Labor Code, was willful;

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- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked, missed meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

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- 1 m. The appropriate amount of damages, restitution, and/or monetary
2 penalties resulting from Defendants' violation of California law; and
3 n. Whether Plaintiff and the other class members are entitled to
4 compensatory damages pursuant to the California Labor Code.

5 **GENERAL ALLEGATIONS**

6 19. At all relevant times set forth herein, Defendants employed Plaintiff and other
7 persons as hourly-paid or non-exempt employees within the State of California.

8 20. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
9 exempt employee, from approximately August 2012 to approximately March 2013, in the State
10 of California.

11 21. Defendants hired Plaintiff and the other class members and classified them as
12 hourly-paid or non-exempt, and failed to compensate them for all hours worked, missed meal
13 periods and/or rest breaks.

14 22. Defendants had the authority to hire and terminate Plaintiff and the other class
15 members; to set work rules and conditions governing Plaintiff's and the other class members'
16 employment and to supervise their daily employment activities.

17 23. Defendants exercised sufficient authority over the terms and conditions of
18 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
19 and the other class members.

20 24. Defendants directly hired and paid wages and benefits to Plaintiff and the other
21 class members.

22 25. Defendants continue to employ hourly-paid or non-exempt employees within the
23 State of California.

24 26. Plaintiff and the other class members worked over eight (8) hours in a day,
25 and/or forty (40) hours in a week during their employment with Defendants.

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28 ///

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1 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
3 non-exempt employees within the State of California. This scheme involved, inter alia, failing
4 to pay them for all hours worked, missed meal periods and rest breaks in violation of
5 California law.

6 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and the other class members were entitled to receive
8 certain wages for overtime compensation and that they were not receiving wages for overtime
9 compensation.

10 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 failed to provide Plaintiff and the other class members the required rest and meal periods
12 during the relevant time period as required under the Industrial Welfare Commission Wage
13 Orders and thus they are entitled to any and all applicable penalties.

14 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members were entitled to receive
16 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
17 member's regular rate of pay when a meal period was missed, and they did not receive all meal
18 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
19 regular rate of pay when a meal period was missed.

20 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other class members were entitled to receive
22 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
23 member's regular rate of pay when a rest period was missed, and they did not receive all rest
24 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
25 regular rate of pay when a rest period was missed.

26 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members were entitled to receive
28 at least minimum wages for compensation and that they were not receiving at least minimum

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1 wages for all hours worked.

2 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members were entitled to receive
4 all wages owed to them upon discharge or resignation, including overtime, minimum wages,
5 meal and rest period premiums, and they did not, in fact, receive all such wages owed to them
6 at the time of their discharge or resignation.

7 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 all wages owed to them during their employment. Plaintiff and the other class members did
10 not receive payment of all wages, including overtime and minimum wages and meal and rest
11 period premiums, within any time permissible under California Labor Code section 204.

12 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members were entitled to receive
14 complete and accurate wage statements in accordance with California law, but, in fact, they did
15 not receive complete and accurate wage statements from Defendants. The deficiencies
16 included, inter alia, the failure to include the total number of hours worked by Plaintiff and the
17 other class members.

18 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Defendants had to keep complete and accurate payroll records
20 for Plaintiff and the other class members in accordance with California law, but, in fact, did
21 not keep complete and accurate payroll records.

22 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to
24 reimbursement for necessary business-related expenses.

25 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that they had a duty to compensate Plaintiff and the other class
27 members pursuant to California law, and that Defendants had the financial ability to pay such
28 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely

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1 represented to Plaintiff and the other class members that they were properly denied wages, all
2 in order to increase Defendants' profits.

3 39. At all material times set forth herein, Defendants failed to pay overtime wages
4 to Plaintiff and the other class members for all hours worked. Plaintiff and the other class
5 members were required to work more than eight (8) hours per day and/or forty (40) hours per
6 week without overtime compensation.

7 40. At all material times set forth herein, Defendants failed to provide the requisite
8 uninterrupted meal and rest periods to Plaintiff and the other class members.

9 41. At all material times set forth herein, Defendants failed to pay Plaintiff and the
10 other class members at least minimum wages for all hours worked.

11 42. At all material times set forth herein, Defendants failed to pay Plaintiff and the
12 other class members all wages owed to them upon discharge or resignation.

13 43. At all material times set forth herein, Defendants failed to pay Plaintiff and the
14 other class members all wages within any time permissible under California law, including,
15 inter alia, California Labor Code section 204.

16 44. At all material times set forth herein, Defendants failed to provide complete or
17 accurate wage statements to Plaintiff and the other class members.

18 45. At all material times set forth herein, Defendants failed to keep complete or
19 accurate payroll records for Plaintiff and the other class members.

20 46. At all material times set forth herein, Defendants failed to reimburse Plaintiff
21 and the other class members for necessary business-related expenses and costs.

22 47. At all material times set forth herein, Defendants failed to properly compensate
23 Plaintiff and the other class members pursuant to California law in order to increase
24 Defendants' profits.

25 48. California Labor Code section 218 states that nothing in Article 1 of the Labor
26 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
27 due to him [or her] under this article."

28 ///

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FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

**(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;
CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

49. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 48, and each and every part thereof with the same force and effect as though fully set forth herein.

50. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis, including any incentive pay.

51. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (4) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

52. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

53. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

54. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

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1 55. During the relevant time period, Defendants intentionally and willfully failed to
2 pay overtime wages owed to Plaintiff and the other class members, including failing to
3 properly calculating the overtime rate.

4 56. Defendants' failure to pay Plaintiff and the other class members the unpaid
5 balance of overtime compensation, as required by California laws, violates the provisions of
6 California Labor Code sections 510 and 1198, and is therefore unlawful.

7 57. Pursuant to California Labor Code section 1194, Plaintiff and the other class
8 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
9 attorneys' fees.

10 **SECOND CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 226.7 and 512(a))**

12 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
13 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

14 58. Plaintiff incorporates by reference the allegations contained in paragraphs 1
15 through 57, and each and every part thereof with the same force and effect as though fully set
16 forth herein. At all relevant times, the IWC Order and California Labor Code sections 226.7
17 and 512(a) were applicable to Plaintiff's and the other class members' employment by
18 Defendants. At all relevant times, California Labor Code section 226.7 provides that no
19 employer shall require an employee to work during any meal or rest period mandated by an
20 applicable order of the California IWC.

21 59. At all relevant times, the applicable IWC Wage Order and California Labor
22 Code section 512(a) provide that an employer may not require, cause or permit an employee to
23 work for a work period of more than five (5) hours per day without providing the employee
24 with a meal period of not less than thirty (30) minutes, except that if the total work period per
25 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
26 consent of both the employer and employee.

27 60. At all relevant times, the applicable IWC Wage Order and California Labor
28 Code section 512(a) further provide that an employer may not require, cause or permit an

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1 employee to work for a work period of more than ten (10) hours per day without providing the
2 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
3 that if the total hours worked is no more than twelve (12) hours, the second meal period may
4 be waived by mutual consent of the employer and the employee only if the first meal period
5 was not waived.

6 61. During the relevant time period, Plaintiff and the other class members who were
7 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
8 their legally-mandated meal periods by mutual consent, were required to work for periods
9 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
10 minutes and/or rest period.

11 62. During the relevant time period, Plaintiff and the other class members who were
12 scheduled to work for a period of time in excess of six (6) hours were required to work for
13 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
14 (30) minutes and/or rest period.

15 63. During the relevant time period, Defendants intentionally and willfully required
16 Plaintiff and the other class members to work during meal periods and failed to compensate
17 Plaintiff and the other class members the full meal period premium for work performed during
18 meal periods.

19 64. During the relevant time period, Defendants failed to pay Plaintiff and the other
20 class members the full meal period premium due pursuant to California Labor Code section
21 226.7.

22 65. Defendants' conduct violates applicable IWC Wage Order and California Labor
23 Code sections 226.7 and 512(a).

24 66. Pursuant to applicable IWC Wage Order and California Labor Code section
25 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
26 additional hour of pay at the employee's regular rate of compensation for each work day that
27 the meal or rest period is not provided.

28 ///

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THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;
CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

67. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 66, and each and every part thereof with the same force and effect as though fully set forth herein.

68. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

69. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

71. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

72. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

73. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

74. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

FOURTH CAUSE OF ACTION

76. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
2 members are entitled to recover liquidated damages in an amount equal to the wages
3 unlawfully unpaid and interest thereon.

4 **FIFTH CAUSE OF ACTION**

5 **(Violation of California Labor Code §§ 201 and 202)**

6 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
7 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

8 82. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 81, and each and every part thereof with the same for and effect as though fully set
10 forth herein.

11 83. At all relevant times herein set forth, California Labor Code sections 201 and
12 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
13 time of discharge are due and payable immediately, and if an employee quits his or her
14 employment, his or her wages shall become due and payable not later than seventy-two (72)
15 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
16 intention to quit, in which case the employee is entitled to his or her wages at the time of
17 quitting.

18 84. During the relevant time period, Defendants intentionally and willfully failed to
19 pay Plaintiff and the other class members who are no longer employed by Defendants their
20 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

21 85. Defendants' failure to pay Plaintiff and the other class members who are no
22 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
23 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
24 201 and 202.

25 86. California Labor Code section 203 provides that if an employer willfully fails to
26 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
27 shall continue as a penalty from the due date thereof at the same rate until paid or until an
28 action is commenced; but the wages shall not continue for more than thirty (30) days.

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1 87. Plaintiff and the other class members are entitled to recover from Defendants the
2 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
3 pursuant to California Labor Code section 203.

4 **SIXTH CAUSE OF ACTION**

5 **(Violation of California Labor Code § 204)**

6 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
7 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

8 88. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 87, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 89. At all times herein set forth, California Labor Code section 204 provides that all
12 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
13 any calendar month, other than those wages due upon termination of an employee, are due and
14 payable between the 16th and the 26th day of the month during which the labor was
15 performed.

16 90. At all times herein set forth, California Labor Code section 204 provides that all
17 wages earned by any person in any employment between the 16th and the last day, inclusive,
18 of any calendar month, other than those wages due upon termination of an employee, are due
19 and payable between the 1st and the 10th day of the following month.

20 91. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned for labor in excess of the normal work period shall be paid no later than the
22 payday for the next regular payroll period.

23 92. During the relevant time period, Defendants intentionally and willfully failed to
24 pay Plaintiff and the other class members all wages due to them, within any time period
25 permissible under California Labor Code section 204.

26 93. Plaintiff and the other class members are entitled to recover all remedies
27 available for violations of California Labor Code section 204.

28 ///

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

**(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;
CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

96. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

97. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

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1 98. More specifically, Plaintiff and the other class members have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 226(a) because
3 they were denied both their legal right to receive, and their protected interest in receiving,
4 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

5 99. Plaintiff and the other class members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with California Labor
7 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
8 employee.

9 100. Plaintiff and the other class members are also entitled to injunctive relief to
10 ensure compliance with this section, pursuant to California Labor Code section 226(g).

11 **EIGHTH CAUSE OF ACTION**

12 **(Violation of California Labor Code § 1174(d))**

13 **(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;**
14 **CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)**

15 101. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 100, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 102. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
19 central location in the state or at the plants or establishments at which employees are employed,
20 payroll records showing the hours worked daily by and the wages paid to, and the number of
21 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
22 respective plants or establishments. These records shall be kept in accordance with rules
23 established for this purpose by the commission, but in any case shall be kept on file for not less
24 than two years.

25 103. Defendants have intentionally and willfully failed to keep accurate and complete
26 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
27 class members.

28 ///

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104. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

105. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802)

(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;

CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)

106. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

107. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

108. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

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TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against CARGILL, INCORPORATED; CARGILL ANIMAL NUTRITION;

CERRI FEED & SUPPLY, LLC; and DOES 1 through 100)

110. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

112. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

113. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a) and 1174(d).

114. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

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115. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

116. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences from four years preceding the filing of this complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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1 7. For pre-judgment interest on any unpaid overtime compensation commencing
2 from the date such amounts were due;

3 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code section 1194; and

5 9. For such other and further relief as the court may deem just and proper.

6 **As to the Second Cause of Action**

7 10. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
9 provide all meal periods (including second meal periods) to Plaintiff and the other class
10 members;

11 11. That the Court make an award to Plaintiff and the other class members of one
12 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
13 period was not provided;

14 12. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 13. For premium wages pursuant to California Labor Code section 226.7(b);

17 14. For pre-judgment interest on any unpaid wages from the date such amounts
18 were due;

19 15. For reasonable attorneys' fees and costs of suit incurred herein; and

20 16. For such other and further relief as the court may deem just and proper.

21 **As to the Third Cause of Action**

22 17. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
24 rest periods to Plaintiff and the other class members;

25 18. That the Court make an award to Plaintiff and the other class members of one
26 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
27 period was not provided;

28 ///

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1 19. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 20. For premium wages pursuant to California Labor Code section 226.7(b);

4 21. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due; and

6 22. For such other and further relief as the court may deem just and proper.

7 **As to the Fourth Cause of Action**

8 23. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
10 Plaintiff and the other class members;

11 24. For general unpaid wages and such general and special damages as may be
12 appropriate;

13 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
14 for Plaintiff and the other class members in the amount as may be established according to
15 proof at trial;

16 26. For pre-judgment interest on any unpaid compensation from the date such
17 amounts were due;

18 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Labor Code section 1194(a);

20 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

21 29. For such other and further relief as the court may deem just and proper.

22 **As to the Fifth Cause of Action**

23 30. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
25 time of termination of the employment of the other class members no longer employed by
26 Defendants;

27 31. For all actual, consequential, and incidental losses and damages, according to
28 proof;

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1 32. For statutory wage penalties pursuant to California Labor Code section 203 for
2 the other class members who have left Defendants' employ;

3 33. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due; and

5 34. For such other and further relief as the court may deem just and proper.

6 **As to the Sixth Cause of Action**

7 35. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
9 by California Labor Code section 204 to Plaintiff and the other class members;

10 36. For all actual, consequential, and incidental losses and damages, according to
11 proof;

12 37. For pre-judgment interest on any unpaid compensation from the date such
13 amounts were due; and

14 38. For such other and further relief as the court may deem just and proper.

15 **As to the Seventh Cause of Action**

16 39. That the Court declare, adjudge and decree that Defendants violated the record
17 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
18 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
19 wage statements thereto;

20 40. For actual, consequential and incidental losses and damages, according to proof;

21 41. For statutory penalties pursuant to California Labor Code section 226(e);

22 42. For injunctive relief to ensure compliance with this section, pursuant to
23 California Labor Code section 226(g); and

24 43. For such other and further relief as the court may deem just and proper.

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As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein;

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff and the other class members all vested vacation time, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a) and 1174(d).

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

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1 55. For the appointment of a receiver to receive, manage and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violation of California Business and Professions Code sections
4 17200, et seq.;

5 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Code of Civil Procedure section 1021.5;

7 57. For injunctive relief to ensure compliance with this section, pursuant to
8 California Business and Professions Code sections 17200, et seq.; and

9 58. For such other and further relief as the court may deem just and proper.

10 Dated: March 4, 2015

LAWYERS for JUSTICE, PC


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12 By: 
13 Edwin Aiwanian
14 Attorneys for Plaintiff
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EXHIBIT C



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Case Summary

CASE SUMMARY

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Case Number: BC574554

JOAN WILKINS VS CARGILL INCORPORATED ET AL

Filing Date: 03/04/2015

Case Type: Other Employment Complaint (General Jurisdiction)

Status: Pending

Future Hearings

None

[Documents Filed](#) | [Proceeding Information](#)

Parties

CARGILL ANIMAL NUTRITION - Defendant/Respondent

CARGILL INCORPORATED - Defendant/Respondent

CERRI FEED & PET SUPPLY LLC - Defendant/Respondent

DOES 1 THROUGH 100 - Defendant/Respondent

LAWYERS FOR JUSTICE PC - Attorney for Plaintiff/Petitioner

WILKINS JOAN - Plaintiff/Petitioner

[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

Documents Filed (Filing dates listed in descending order)

04/02/2015 Rtn of Service of Summons & Compl

Filed by Attorney for Plaintiff/Petitioner

03/04/2015 Complaint

[Case Information](#) | [Party Information](#) | [Documents Filed](#)

Proceedings Held (Proceeding dates listed in descending order)

None

[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

EXHIBIT D

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Edwin Aivazian SBN. 232943 LAWYERS for JUSTICE, PC 410 Arden Ave Ste 203 Glendale, CA 91203 TELEPHONE NO. (818) 205-1020 FAX NO. (818) 255-1021 E-MAIL ADDRESS (Optional) ATTORNEY FOR (Name) Plaintiff		POS-010 FILED Superior Court of California County of Los Angeles APR 02 2015 Sherri R. Carter, Executive Officer/Clerk By <u>P. Pleasant</u> Deputy
Los Angeles Superior Court-Central STREET ADDRESS 111 North Hill St. MAILING ADDRESS CITY AND ZIP CODE Los Angeles, CA 90012 BRANCH NAME		CASE NUMBER BC574554 D-30
PLAINTIFF/PETITIONER: JOAN WILKINS DEFENDANT/RESPONDENT: CARGILL, INC.		Ref No or Filing No 13790-Cargill
PROOF OF SERVICE OF SUMMONS		

(Separate proof of service is required for each party served.)

- At the time of service I was at least 18 years of age and not a party to this action.
 - I served copies of:
 - ☒ Summons
 - ☒ Complaint
 - ☐ Alternative Dispute Resolution (ADR) package
 - ☐ Civil Case Cover Sheet (served in complex cases only)
 - ☐ Cross-complaint
 - ☒ other (specify documents): Civil Case Cover Sheet; Civil Case Cover Sheet Addendum and Statement of Location; Notice of Case Assignment - Class Action Cases; Voluntary Efficient Litigation Stipulations
 - Party served (specify name of party as shown on documents served):
CERRI FEED & PET SUPPLY, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY
 - ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
ERIN STEVENSON - AGENT FOR SERVICE
 - Address where the party was served: **2949 S AIRPORT WAY
STOCKTON, CA 95206**
 - I served the party (check proper box)
 - ☐ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): (2) at (time):
 - ☒ by substituted service. On (date): 3/17/2015 at (time): 3:55 PM I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
JEWEL MOORE - GENERAL MANAGER
 Age: 40 Weight: 511LBS. Hair: BROWN Sex: Female
 Height: 5'6" Eyes: BROWN Race: WHITE
- ☒ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): or ☒ a declaration of mailing is attached.
 - ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: JOAN WILKINS	CASE NUMBER:
DEFENDANT/RESPONDENT: CARGILL, INC.	BC574554

- c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in Item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed *Notice and Acknowledgment of Receipt*.) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ by other means (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☒ On behalf of (specify): **CERRI FEED & PET SUPPLY, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY**
- under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 416.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: **Floyd A. Brown - ProLegal Reg#: 2013036880**
- b. Address: **1706 South Figueroa Street Los Angeles, CA 90015**
- c. Telephone number: **(888) 722-6878**
- d. The fee for service was: **\$ 137.13**
- e. I am:

- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.: **397**
- (iii) County: **San Joaquin**

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

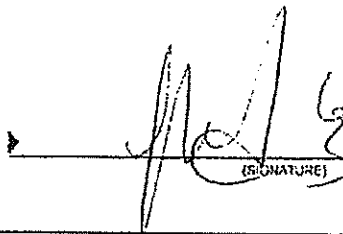
Date: **3/19/2015**

ProLegal Reg#: **2013036880**
1706 South Figueroa Street
Los Angeles, CA 90015
(888) 722-6878
http://www.prolegainetwork.com

Pro

Floyd A. Brown

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)


(SIGNATURE)

Attorney or Party without Attorney Edwin Aiwanian, SBN: 232943 LAWYERS for JUSTICE, PC 410 Arden Ave Ste 203 Glendale, CA 91203 TEL: PHONE No (818) 265-1020 FAX No (818) 265-1021 Attorney for Plaintiff				FOR COURT USE ONLY	
E-MAIL ADDRESS (Optional) Ref No or Fee No 13790-Cargill					
Insert name of Court, and Jurisdiction and Branch Court Los Angeles Superior Court- Central -					
Plaintiff: JOAN WILKINS Defendant: CARGILL, INC.					
PROOF OF SERVICE BY MAIL		HEARING DATE	SIZE	DCPT	CASE NUMBER BC574554

- I am over the age of 18 and not a party to this action. I am employed in the county where the mailing occurred
- I served copies of the Summons; Complaint; Civil Case Cover Sheet; Civil Case Cover Sheet Addendum and Statement of Location; Notice of Case Assignment - Class Action Cases; Voluntary Efficient Litigation Stipulations;
- By placing a true copy thereof enclosed in a sealed envelope, with First Class postage thereon fully prepaid, in the United States Mail at Los Angeles, California, addressed as follows:

a. Date of Mailing: March 19, 2015
 b. Place of Mailing: Los Angeles, CA
 c. Addressed as follows: GERRI FEED & PET SUPPLY, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY
 2949 S AIRPORT WAY
 STOCKTON, CA 95206

I am readily familiar with the firm's practice for collection and processing of documents for mailing. Under that practice, it would be deposited within the United States Postal Service, on that same day, with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business.

Fee for Service: \$ 137.13
 ProLegal Reg#: 2013036880
 1706 South Figueroa Street
 Los Angeles, CA 90015
 (888) 722-6878
 Ref: 13790-Cargill

I declare under penalty of perjury under the laws of the State of California that the foregoing information contained in the return of service and statement of service fees is true and correct and that this declaration was executed on March 19, 2015.

Signature: 
 CYNTHIA BRIONES

PROOF OF SERVICE BY MAIL

Order#: 4998239/mailproof

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On April 1, 2015, I served the foregoing document(s) described as: **PROOF OF SERVICE OF SUMMONS** on interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

Erin Stevenson
2949 S. Airport Way
Stockton, California 95206

Agent for Service for Defendant Cargill, Inc.

[X] BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 1, 2015, at Glendale, California.


Rebecca Bock

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**I. (a) PLAINTIFFS** (Check box if you are representing yourself ☐)

JOAN WILKINS; individually, and on behalf of other members of the general public similarly situated,

DEFENDANTS (Check box if you are representing yourself ☐)

CARGILL, INCORPORATED, an unknown business entity; CARGILL ANIMAL NUTRITION, an unknown business entity; CERRI FEED & PET SUPPLY, LLC, a California limited liability company; and DOES 1-100, inclusive

(b) County of Residence of First Listed Plaintiff San Joaquin

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

Edwin Alwazian, Esq.
LAWYERS FOR JUSTICE, P.C.
410 West Arden Avenue, Suite 203
Glendale, CA 91203

Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

Jason E. Barsanti, Esq., Meckler Bulger Tilson Marick & Pearson, 575 Market Street, San Francisco, CA 94105 - Telephone: (415) 644-0914 and
Michelle Lee Flores, Esq. Cozen O'Connor, 601 S. Figueroa St., Suite 3700, Los Angeles, CA 90017 - Telephone: (213)892-7938**II. BASIS OF JURISDICTION** (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff
- ☐ 3. Federal Question (U.S. Government Not a Party)
- ☐ 2. U.S. Government Defendant
- ☒ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | | | | | |
|---|---|--------------------------------|---|--------------------------------|---------------------------------------|
| Citizen of This State | PTF <input checked="" type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☐ 1. Original Proceeding
- ☒ 2. Removed from State Court
- ☐ 3. Remanded from Appellate Court
- ☐ 4. Reinstated or Reopened
- ☐ 5. Transferred from Another District (Specify) _____
- ☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)**CLASS ACTION under F.R.Cv.P. 23:** ☒ Yes ☐ No☒ **MONEY DEMANDED IN COMPLAINT:** \$ Exceeds \$5,000,000**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 USC Section 1332(d) meets CAFA requirements; 28 USC Section 1441 - Removal of Civil Actions

VII. NATURE OF SUIT (Place an X in one box only).

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input checked="" type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number: _____

CV-71 (06/14)

CIVIL COVER SHEET

Page 1 of 3

#210
UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF: <input checked="" type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo <input type="checkbox"/> Orange <input type="checkbox"/> Riverside or San Bernardino	INITIAL DIVISION IN CACD IS: Western Southern Eastern	
QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> → B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2. <input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.	
QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> → C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2. <input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.	
QUESTION D: Location of plaintiffs and defendants? Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.) Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓		
QUESTION E: Initial Division? Enter the initial division determined by Question A, B, C, or D above: →	INITIAL DIVISION IN CACD Western		
QUESTION F: Northern Counties? Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

#211
UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court?

☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any cases previously filed in this court?

☒ NO ☐ YES

If yes, list case number(s): _____

Civil cases are related when they:

- ☐ A. Arise from the same or closely related transactions, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges.

Check all boxes that apply. That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

**X. SIGNATURE OF ATTORNEY
(OR SELF-REPRESENTED LITIGANT):**

DATE: April 16, 2015

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

1 Jason E. Barsanti (CA Bar No. 235807)

2 Jason.barsanti@mbtlaw.com

3 **MECKLER BULGER TILSON**

4 **MARICK & PEARSON LLP**

5 575 Market Street, Suite 2200

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9 Michelle Lee Flores (CA Bar No. 166737)

10 mflores@cozen.com

11 **COZEN O'CONNOR**

12 601 S. Figueroa Street, Suite 3700

13 Los Angeles, CA 90017

14 Tel: (213) 892-7900

15 Fax: (213) 902-9069

16 *Attorneys for Defendants*

17 *CARGILL INCORPORATED and*

18 *CARGILL ANIMAL NUTRITION*

19 **UNITED STATES DISTRICT COURT**

20 **CENTRAL DISTRICT OF CALIFORNIA**

21 JOAN WILKINS; individually, and on
22 behalf of other members of the general
23 public similarly situated,

24 Plaintiff,

25 v.

26 CARGILL, INCORPORATED, an
27 unknown business entity; CARGILL
28 ANIMAL NUTRITION, an unknown
business entity; CERRI FEED & PET
SUPPLY, LLC, a California limited
liability company; and DOES 1-100,
inclusive,

Defendants.

Case No.

**DEFENDANTS CARGILL,
INCORPORATED AND
CARGILL ANIMAL
NUTRITION'S
CERTIFICATION OF
INTERESTED ENTITIES OR
PARTIES**

[Central Dist. Local Rule 7.1-1]

1 Pursuant to Central District Local Rule 7.1-1, the undersigned, counsel of
2 record for Defendants, Cargill, Incorporated and Cargill Animal Nutrition,
3 certifies that the following listed parties may have a pecuniary interest in the
4 outcome of this case. These representations are made to enable the Court to
5 evaluate possible disqualification or recusal:

- 6 1. Cargill, Incorporated, a privately held company; and
- 7 2. Cargill Animal Nutrition, a business unit of Cargill, Incorporated, not
8 a corporate entity.

9
10 Dated: April 16, 2015

By: 

One of the Attorneys for Defendants

11
12 Jason E. Barsanti (CA Bar No. 235807)

MECKLER BULGER TILSON

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